



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 10, 2007

IN REPLY PLEASE REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INTERSTATE 5/HASLEY CANYON ROAD OPERATIONAL IMPROVEMENTS
COUNTY OF LOS ANGELES-STATE CONTRIBUTION AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Public Works, or his designee, to negotiate and execute a Contribution Agreement with the State of California, acting by and through its Department of Transportation (Caltrans), in substantially the same form as the enclosed draft Contribution Agreement, for the construction of operational improvements to the existing ramp intersections of Interstate 5 (I-5) at Hasley Canyon Road, which will be constructed by the County as part of the I-5 Hasley Canyon Road Interchange Improvement project. The Agreement provides for Caltrans to pay a lump sum contribution of \$500,000 to the County toward the construction cost of the operational improvements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 2, 2006, Item No. 68, your Board approved Agreement No. 75551 Supplement 1 with Caltrans. This Agreement provides for the construction of the I-5/Hasley Canyon Road Interchange Improvement project.

The County and Caltrans propose to construct operation improvements consisting of signalization, channelization, signal interconnect, and appurtenant intersection modifications as part of the I-5/Hasley Canyon Road Interchange Improvement project. Your Board's authorization for the Director of Public Works, or his designee, to negotiate

and execute a Contribution Agreement with Caltrans is necessary for the delegation of responsibilities and the financing of the operational improvements.

Section 130 of the California Streets and Highways Code provides that Caltrans and the County may enter into agreements for improvements to State highways within the County of Los Angeles.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By combining the construction of the operational improvements with the I-5/Hasley Canyon Road Interchange Improvement project, disruption of traffic flow will be minimized for County residents who travel on these roads.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund.

The estimated project cost is currently estimated to be \$40,691,332. Funding for this project is included in the Fiscal Year 2006-07 Road Fund Budget, with reimbursement from the Castaic Bridge and Major Thoroughfare Construction Fee District fees, the Tesoro de Valle Project Regional Transportation fees, the Los Angeles County Metropolitan Transportation Authority's Call for Projects grant funds, funds from the Newhall Land and Farming Company, and Caltrans. Caltrans will contribute a lump sum of \$500,000 toward the construction cost of the operational improvements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The draft Contribution Agreement provides for Caltrans to pay a lump sum contribution of \$500,000 to the County for the operational improvements within 30 days following execution of the Agreement. In addition, Caltrans will operate and maintain the traffic signals and safety lighting upon completion of construction. The Agreement further provides for the County to construct the operational improvements as part of the I-5/Hasley Canyon Road Interchange Improvement project.

The final Contribution Agreement will be reviewed and approved as to form by County Counsel prior to signature by the Director of Public Works, or his designee.

The Honorable Board of Supervisors
April 10, 2007
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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental impacts of their actions. On October 19, 2004, Synopsis No. 42, your Board approved the Negative Declaration certified by the State of California Department of Transportation on July 23, 2001, and the finding of no significant impact determination by the Federal Highway Administration on August 15, 2001, prepared for the I-5/Hasley Canyon Road Interchange Improvement project. The operational improvements are part of the scope of work included in the Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Hasley Canyon Road is a major arterial highway on the County Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this letter to Public Works.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

07-LA- 5 KP R89.6/R91.3 (PM 55.7/R56.8)
I-5/Hasley Canyon Road
Operational Improvements
07118 – 4S5800

District Agreement No. 07-4785

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 20____, is between the
STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to
herein as "STATE", and the

COUNTY OF LOS ANGELES, a political
subdivision of the State of California,
referred to herein as "COUNTY"

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the unincorporated area of the County of Los Angeles.
2. STATE desires the construction of operational improvements to the existing ramp intersections of State Route 5 (SR-5) at Hasley Canyon Road consisting of signalization, channelization, signal interconnect, and appurtenant intersection modifications, referred to herein as "IMPROVEMENTS", and is willing to pay a lump sum contribution of \$500,000 to COUNTY for the IMPROVEMENTS.
3. COUNTY desires improvements consisting of replacement of the Hasley Canyon Road overcrossing and concomitant interchange modifications, referred to herein as "BETTERMENTS."
4. It is mutually beneficial to combine said IMPROVEMENTS and BETTERMENTS into one project for ease of construction and to minimize inconvenience to the public under a single construction contract.
5. The parties hereto intend to define herein the terms and conditions under which IMPROVEMENTS is to be constructed, financed, and maintained.

SECTION I

COUNTY AGREES:

1. To advertise, award, and administer the construction contract for IMPROVEMENTS, as part of the construction contract for BETTERMENTS.
2. To apply for necessary encroachment permits for required PROJECT work within State Highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Articles 2, 3, and 4 of Section III of this Agreement.
3. To construct PROJECT in accordance with plans and specifications of COUNTY, to the satisfaction of and subject to the approval of STATE.
4. Within sixty (60) days following the completion and acceptance of the construction contract, to furnish STATE a completed set of the entire As-Built plans on a CD-ROM (MicroStation .dgn file, version 5.0 or later up through version 7). The .dgn files must comply with the STATE's current CADD Users Manual and Plans Preparation Manual. The submittal must also include all contract records, including survey documents and Records of Survey (to include monument perpetuation per the Land Surveyor Act, Section 8771). Also submit all corrected full-size (hard copy and .dgn) structure plans if any.
5. To submit a billing in the amount of \$500,000 to STATE within thirty (30) days of the execution of this Agreement and prior to commencement of any work performed by COUNTY, said billing represents STATE's lump sum contribution for IMPROVEMENTS to be performed by COUNTY on STATE's behalf pursuant to this Agreement.
6. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of IMPROVEMENTS.

SECTION II

STATE AGREES:

1. To issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within the State Highway rights of way, as more specifically defined in Articles 2, 3, and 4, of Section III of this Agreement.
2. To provide, at no cost to COUNTY, a qualified STATE Representative who shall have authority to accept or reject work and materials or to order any actions needed for public safety or the preservation of property within STATE right of way and to assure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.
3. To pay COUNTY within thirty (30) days of receipt of the billing described in paragraph 5 of Section I above, the amount of \$500,000, which figure represents the STATE's lump sum contribution for IMPROVEMENTS to be performed by COUNTY on STATE's behalf pursuant to this Agreement.
4. At no cost to COUNTY, to provide Independent Quality Assurance (IQA) activities of all work on IMPROVEMENTS within STATE's right of way when performed by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all of right way activities undertaken by COUNTY or its designee on STATE's right of way; to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY; and to cooperate in timely processing of IMPROVEMENTS.
5. To operate and maintain IMPROVEMENTS, including the traffic signals and safety lighting as installed, and pay one hundred percent (100%) of the maintenance and operational costs, including electrical energy cost.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature, the State Budget Act authority, and the allocation of resources by the California Transportation Commission.
2. Construction by COUNTY of PROJECT referred to herein which lie within State Highway right of way or affect STATE facilities shall not be commenced until an encroachment permit is issued to COUNTY authorizing such work.
3. COUNTY shall obtain the aforesaid encroachment permit through the office of State District Permit Engineer. Receipt by COUNTY of the approved encroachment permit shall constitute COUNTY authorization from STATE to proceed with work to be performed by COUNTY or COUNTY representatives within STATE right of way or which affects STATE facilities, pursuant to work covered by this Agreement. COUNTY's authorization to proceed with said work shall be contingent upon COUNTY's compliance with all provisions set forth in said encroachment permit.
4. COUNTY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within STATE right of way or which affects STATE facilities. The application by COUNTY's contractor for said encroachment

permit shall be made through the office of State District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.

5. In the construction of IMPROVEMENTS, said representatives of COUNTY and STATE will cooperate and consult with each other, and all work within STATE's right of way shall be accomplished to the satisfaction of STATE's representative.
6. If existing public and/or private utilities conflict with the construction of IMPROVEMENTS, COUNTY will make all necessary arrangements with the owners of such utilities for their protection, relocation or removal. COUNTY will inspect the protection, relocation or removal of such facilities. If any protection, relocation, or removal of utilities is required on STATE property, such work shall be performed in accordance with STATE policy and procedure. COUNTY shall require any utility owner performing relocation work in STATE's right of way to obtain a STATE encroachment permit prior to the performance of said relocation work.
7. Upon completion of construction of IMPROVEMENTS to the satisfaction of STATE representative, STATE will accept control of and maintain IMPROVEMENTS, at its own costs and expense.
8. Upon completion of all work under this Agreement, ownership and title to all IMPROVEMENTS and to all materials, equipment and appurtenances installed within STATE's right of way, if any, will automatically be vested in STATE, and any materials, equipment and appurtenances installed outside of the STATE's right of way will automatically be vested in COUNTY or another responsible third party unless this Agreement expressly provides to the contrary. No further agreement will be necessary to transfer ownership as hereinbefore stated.
9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of State Highways or COUNTY property different from the standard of care imposed by law.
10. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
8. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. This Agreement shall terminate upon completion of construction of and upon final payment to COUNTY by STATE, pursuant to Article 3 of Section II of this Agreement, or on December 31, 2010, whichever is earlier in time; however, the ownership, operation, maintenance, liability, claim and indemnity clauses, shall remain in effect until terminated or amended by the mutual agreement of the parties hereto.

STATE OF CALIFORNIA
Department of Transportation

WILL KEMPTON
Director

By: _____
Douglas R. Failing
District 07 Director

Approved as to Form and Procedure:

By: _____
Attorney
Department of Transportation

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

COUNTY OF LOS ANGELES

By: _____
Chairman
Board of Supervisors

Attest:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By: _____
Deputy

Approved as to Form:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy